

1 Marsha A. Houston (SBN 129956)
Christopher O. Rivas (SBN 238765)
2 REED SMITH LLP
355 South Grand Avenue, Suite 3900
3 Los Angeles, CA 90071-1514
Telephone: 213.457.8000
4 Facsimile: 213.457.8080

5 Attorneys for Creditor
AECOM Technical Services, Inc.
6

7 **UNITED STATES BANKRUPTCY COURT**
8 **NORTHERN DISTRICT OF CALIFORNIA**

9 **In re:**

10 **PG&E CORPORATION**

11 **- and -**

12 **PACIFIC GAS AND ELECTRIC**
13 **COMPANY,**

14 **Debtors.**

- 15 ☐ Affects PG&E Corporation
16 ☐ Affects Pacific Gas and Electric
Company

17 ☒ Affects both Debtors

18 * All papers shall be filed in the Lead Case,
No. 19-30088 (DM).
19
20
21
22
23
24
25
26
27
28

Bankruptcy Case No. 19-30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**NOTICE OF CONTINUED
PERFECTION OF LIEN PURSUANT
TO 11 U.S.C. § 546(b)(2)**

[Santa Clara County; Rec. No. 24104682]

1 Defendant AECOM Technical Services, Inc. ("AECOM"), through its undersigned counsel,
2 hereby provides notice of continued perfection of its mechanics lien under Section 546(b)(2) of
3 Title 11 of the United States Code (the "Bankruptcy Code"), as follows:

4 1. AECOM has provided and delivered labor, services, equipment, and/or materials for
5 the construction and improvement of projects on real property located in the County of Santa Clara,
6 State of California (the "Property"), the legal description for which is set forth in the Claim of
7 Mechanics Lien, a true copy of which is attached hereto as **Exhibit A** (the "Mechanics Lien"), which
8 Mechanic's Lien was assigned File No. 24104682.

9 2. The Property is owned by Pacific Gas and Electric Company (the "Debtor"), which
10 filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code on January 29, 2019
11 (the "Petition Date").

12 3. On January 28, 2019, before the Petition Date, AECOM properly perfected its
13 Mechanics Lien under California Civil Code § 8400, et seq. by timely recording it in the Official
14 Records of Santa Clara County, State of California.

15 4. Through January 25, 2019, the amount owing to AECOM subject to its Mechanics
16 Lien is at least \$12,500.00, exclusive of accruing interest and other charges, and additional amounts
17 which have continued, and are continuing, to accrue after the Petition Date.

18 5. Under California Civil Code § 8412:

19 A direct contractor may not enforce a lien unless the contractor records a
20 claim of lien after the contractor completes the direct contract, and before
the earlier of the following times:

21 (a) Ninety days after completion of the work of improvement.

22 (b) Sixty days after the owner records a notice of completion or
23 cessation.

24 In turn, California Civil Code §8460(a) provides that:

25 The claimant shall commence an action to enforce a lien within 90 days
26 after recordation of the claim of lien. If the claimant does not commence
an action to enforce the lien within that time, the claim of lien expires and
is unenforceable

27 6. Pursuant to California Civil Code § 8460, an action to enforce a lien must be
28 commenced within 90 days after recordation of the claim of lien. However, Bankruptcy Code

1 section 362 automatically stays AECOM from filing a state court action to enforce its mechanics
2 lien.

3 7. Bankruptcy Code section 546(b)(2) provides that when applicable law

4 . . . requires seizure of such property or commencement of an action to
5 accomplish such perfection, or maintenance or continuation of perfection
6 of an interest in property; and . . . such property has not been seized or such
7 an action has not been commenced before the date of the filing of the
8 petition; such interest in such property shall be perfected, or perfection of
9 such interest shall be maintained or continued, by giving notice within the
10 time fixed by such law for such seizure or such commencement.

11 8. Pursuant to Bankruptcy Code section 546(b), AECOM hereby files this notice in lieu
12 of the commencement of any such action to perfect, maintain, or continue its Mechanics Lien.

13 AECOM hereby provides notice of its rights as a perfected lienholder in the Property pursuant to
14 California's mechanics lien law. AECOM asserts a secured interest in the Property to the fullest
15 extent allowable by applicable law, including interest and attorney's fees.

16 9. This Notice shall not be construed as an admission that such filing is required or to
17 the necessity of recording, commencement, or seizure. Additionally, AECOM hereby gives notice
18 that it has, or may be entitled to, additional mechanics' liens rights to properties owned by the
19 Debtor as they become due and owing according to prepetition contracts with the Debtor for the
20 improvement of real property. This Notice shall preserve and continue to preserve any and all of
21 AECOM's rights as to the Bankruptcy Code and the California Civil Code.

22 AECOM expressly reserves its rights to seek relief from the automatic stay to foreclose its
23 mechanics lien and/or a waiver of any other rights or defenses. AECOM further reserves all rights,
24 including the right to amend or supplement this notice.

25 DATED: April 24, 2019

Reed Smith LLP

26 By: /s/ Marsha A. Houston

Marsha A. Houston
Christopher O. Rivas

27 Attorneys for Creditor
28 AECOM Technical Services, Inc.

Exhibit A

RECORDING REQUESTED BY

NAME: Luke N. Eaton, Esq.

WHEN RECORDED MAIL TO:

NAME: PEPPER HAMILTON LLP

ADDRESS: 350 S. Grand Avenue, Suite 3400

CITY / STATE / ZIP: Los Angeles, CA 90071

(DOCUMENT WILL ONLY BE RETURNED TO NAME & ADDRESS IDENTIFIED ABOVE)

24104682

Regina Alcomendras
Santa Clara County - Clerk-Recorder
01/28/2019 03:56 PM

CONFORMED COPY

Copy of document recorded.
Has not been compared with original.

(SPACE ABOVE FOR RECORDER'S USE)

MECHANICS LIEN
(DOCUMENT TITLE)

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Luke N. Eaton, Esq.
Name

c/o Pepper Hamilton LLP

350 South Grand Avenue, Suite 3400

Two California Plaza

Address

Los Angeles, CA 90071-3427

City & State

Space above this line for recorder's use only
(To be recorded in the county recorder's office in the county
in which the work of improvement is located.)

MECHANICS LIEN

NOTICE IS HEREBY GIVEN that the undersigned claimant AECOM Technical Services, Inc. ("Claimant"), with an address at 300 South Grand Avenue, Suite 1100, Los Angeles, California 90071, claims a Mechanics Lien against Pacific Gas and Electric Company and PG&E Corporation (collectively "PG&E") (Name(s) of Owner(s)/Reputed Owner(s)) or Tenant(s)/Reputed Tenants)

and upon every estate or interest, including leasehold interests, of PG&E in all structures, fixtures, appurtenances and improvements situated thereon:

656 America Center Court, Alviso, CA 95002 – Santa Clara County

(Description)

(Legal Description, if available)

The lien is claimed for labor, services, equipment, materials or work ("Work") of the following kind:
program, project and construction management services and related labor for PG&E Electric Vehicle Program.
Claimant is owed \$12,500.00 for the Work, after deducting all just credits and offsets, plus interest at the legal rate from 01/25/19.

The name of the person or company by whom Claimant was employed, or to whom Claimant furnished the work, is Pacific Gas and Electric Company.

Date: January 28, 2019

AECOM Technical Services, Inc.

(Name of Claimant)

By:

Steven R. Petto

(Signature)

Steven R. Petto, Authorized Agent

(Print Name & Authorized Capacity)

VERIFICATION

I, the undersigned, say: I am the Authorized Agent
("President Of," "Manager Of," "A Partner Of," "Owner Of," "Agent Of," Etc.)

for the Claimant named in the foregoing claim of mechanics lien; I am authorized to make this verification for the Claimant; I have read the foregoing claim of mechanics lien and know the contents thereof, and the same is true of my knowledge, information and/or belief. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on January 28, 2019
(Date this Document was Signed)

at Oakland, California
(City and State Where Document Signed)

Steven R. Petto

(Signature) Steven R. Petto

NOTICE OF MECHANICS LIEN

ATTENTION!

(Civil Code § 8416)

Upon the recording of the enclosed MECHANICS LIEN with the county recorder's office of the county where the property is located, your property is subject to the filing of a legal action seeking a court-ordered foreclosure sale of the real property on which the lien has been recorded. That legal action must be filed with the court no later than 90 days after the date the mechanics lien is recorded.

The party identified in the enclosed mechanics lien may have provided labor or materials for improvements to your property and may not have been paid for these items. You are receiving this notice because it is a required step in filing a mechanics lien foreclosure action against your property. The foreclosure action will seek a sale of your property in order to pay for unpaid labor, materials, or improvements provided to your property. This may affect your ability to borrow against, refinance, or sell the property until the mechanics lien is released.

BECAUSE THE LIEN AFFECTS YOUR PROPERTY, YOU MAY WISH TO SPEAK WITH YOUR CONTRACTOR IMMEDIATELY, OR CONTACT AN ATTORNEY, OR FOR MORE INFORMATION ON MECHANICS LIENS GO TO THE CONTRACTORS' STATE LICENSE BOARD WEBSITE AT www.cslb.ca.gov.

Note: Claimant must serve this Notice of Mechanics Lien, together with a copy of Claimant's Mechanics Lien, in accordance with the provisions of Civil Code § 8106 and must complete a Proof of Service Affidavit in accordance with Civil Code § 8416. The Mechanics Lien, Notice of Mechanics Lien and the Proof of Service Affidavit should all be submitted to the County Recorder for recording at one time.

PROOF OF SERVICE AFFIDAVIT

(California Civil Code § 8416)

AFFIDAVIT FOR SERVICE ON THE OWNER/TENANT

(California Civil Code §§ 8416 (a)(7) and (c)(1))

I, STEVEN R. PETTO, declare that I served a copy of this Mechanics Lien and Notice of Mechanics Lien by registered mail, certified mail, or first-class mail, evidenced by a certificate of mailing, postage prepaid, addressed as follows to the owner(s) or reputed owner(s) of the property:

Company/Person served: Pacific Gas and Electric Company,

Title or capacity of person or entity served: Owner or Reputed Owner.

Service Address: 77 Beale Street, San Francisco, California 94105.

Said service address is the owner's residence, place of business, or address shown by the building permit on file with the permitting authority for the work or the address identified on the construction trust deed.

Executed on January 28, 2019, at Oakland, California.

By: Steven R. Petto
(Signature of Person Serving)

AFFIDAVIT FOR SERVICE ON THE OWNER/TENANT

(California Civil Code §§ 8416 (a)(7) and (c)(1))

I, STEVEN R. PETTO, declare that I served a copy of this Mechanics Lien and Notice of Mechanics Lien by registered mail, certified mail, or first-class mail, evidenced by a certificate of mailing, postage prepaid, addressed as follows to the owner(s) or reputed owner(s) of the property:

Company/Person served: PG&E Corporation,

Title or capacity of person or entity served: Owner or Reputed Owner.

Service Address: 77 Beale Street, San Francisco, California 94105.

Said service address is the owner's residence, place of business, or address shown by the building permit on file with the permitting authority for the work or the address identified on the construction trust deed.

Executed on January 28, 2019, at Oakland, California.

By: Steven R. Petto
(Signature of Person Serving)

CERTIFICATE OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is REED SMITH LLP, 355 South Grand Avenue, Suite 2900, Los Angeles, CA 90071-1514. On April 25, 2019, I served the following document(s) by the method indicated below:

NOTICE OF CONTINUED PERFECTION OF LIEN PURSUANT TO 11 U.S.C. § 546(B)(2)

☒ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California addressed as set forth below. I am readily familiar with the firm's practice of collection and processing of correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in this Declaration.

Stephen Karotkin
Jessica Liou
Matthew Goren
Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153

Pacific Gas and Electric Company
77 Beale Street
San Francisco California 94177

Debtor

Tobias S. Keller
Keller & Benvenuto LLP
650 California Street, Suite 1900
San Francisco, CA 94108

Attorneys for Debtor

I declare under penalty of perjury under the laws of the United States that the above is true and correct. Executed on April 25, 2019, at Los Angeles, California.

/S/ Gilda S. Anderson
Gilda S. Anderson